

Prepared by and return to:
 HomeEq Servicing
 Attn: Mod Imaging-CA3507
 4837 Watt Avenue
 North Highlands, CA 95660

Account Number: 00003239

Modification Agreement

This Modification Agreement ("Agreement") is made and entered into as of this 5th day of AUGUST, 2008 by and between HomeEq Servicing ("HomeEq") and MARTHA ("Borrower")

Whereas, HomeEq is the holder or servicing agent of the holder of that certain Promissory Note ("Note") dated as of 12/12/2006, executed by Borrower or Borrower's predecessor-in-interest in the original principal amount of \$495,000.00.

WHEREAS, the Note evidences a loan ("Loan") to Borrower or Borrower's predecessor-in-interest and is secured by either a deed of trust or mortgage ("Security Instrument") dated as of 12/12/2006. The Security Instrument encumbers certain real property ("Property") owned by Borrower (and is more specifically described in the Security Instrument).

WHEREAS, due to adverse economic circumstances, Borrower has requested that HomeEq adjust the terms of the Note to permit Borrower to meet Borrower's Loan obligations in a full and in a timely manner.

WHEREAS, the requested adjustment will benefit all parties to the Loan and any junior lien holder by providing the Borrower an opportunity to meet the Loan obligations in a manner intended to help the Borrower avoid default on the Loan and the necessity of foreclosure on the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NOTE MODIFICATIONS:

(a) Outstanding Debt: Borrower agrees that the unpaid principal balance due on the Note of \$494,345.05 shall be adjusted to \$526,081.31 ("New Balance"), to reflect the amount of unpaid interest, late charges, fees and costs, advances for unpaid property taxes and/or insurance premiums (if applicable), less any amounts forgiven, as reflected on Attachment 'A'.

Borrower agrees to pay the New Balance to HomeEq and has no defenses, claims or offsets with respect thereto. Interest will accrue on the New Balance at the interest rates, whether adjustable, variable or fixed, provided in the Note, unless modified by this Agreement.

(b) New Monthly Payments; Payment Adjustments: Effective with Borrower's monthly payment due 09/01/2008, Borrower's monthly Loan payment will be \$2,735.84. This payment amount does not include additional amounts which may also be due for the payment of taxes and insurance premiums. The taxes and insurance payment amount will be due monthly, together with Borrower's scheduled Loan payment. Borrower agrees that a full payment hereunder and with respect to the Loan shall only be deemed to have been made when funds remitted include the required scheduled Loan payment and monthly portion of taxes and insurance premiums. The date on which the New Monthly Payment change is next scheduled to occur is hereby changed to 09/01/2013.

(c) New Interest Rate: Effective on 08/01/2008, Borrower's rate of interest will be 5.875%. The date on which the interest rate change is next scheduled to occur is hereby changed to 08/01/2013.

2. ESTABLISHMENT OF IMPOUND/ESCROW ACCOUNT:

Borrower acknowledges that HomeEq will establish an impound/escrow account for the collection of property taxes and insurance premiums if such account is not currently in existence. Borrower has been notified of the estimated initial monthly amount that will be due for taxes and insurance and will be notified promptly after execution hereof of the final monthly amount that will be due for these items, if different. The Borrower will be notified of any subsequent changes as they occur.

Account Number:000032594

3. RELEASE:

Borrower releases HomeEq, its subsidiaries, affiliates, agents, officers and employees, from any and all claims, damages or liabilities of any kind existing on the date of this Agreement, which are in any way connected with the origination and/or servicing of the Loan, and/or events which resulted in Borrower entering into this Agreement. Borrower waives any rights which Borrower may have under federal or state statute or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution, including without limitation (if applicable), California Civil Code Sec. 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Borrower's Initial _____

Borrower's Initial _____

4. NO OTHER CHANGES:

Except as expressly adjusted by this Agreement, all of the covenants, agreements, stipulations and conditions in the Note and the Security Instrument remain unmodified and in full force and effect without any defense, counterclaim, right or claim of set-off. None of Borrower's obligations or liabilities under the Security Instrument shall be diminished or released by any provisions herein, nor shall this Agreement in any way impair, diminish, or affect any of the Borrower's rights or remedies in the Security Instrument, whether such rights or remedies arise herein or by operation of law.

5. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof. Except as otherwise provided herein, this Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto, relating to the Note and Security Instrument.

6. VOLUNTARY EXECUTION:

Borrower is encouraged to review this Agreement with his/her legal advisor prior to signing it, but by signing below Borrower acknowledges and agrees that Borrower has voluntarily signed this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Modification Agreement as of the date first above written.

BORROWER

Signature: _____

Name: _____

BORROWER

Signature: _____

Name: _____

HOMEQ SERVICING

Signature: _____

Name: _____

Title: _____

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GME SOLUTIONS

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HomeEq Servicing

08/06/2008

HomeEq Servicing CA3507
4837 Watt Avenue Suite 100
North Highlands, Ca 95660MARTHA [REDACTED]
[REDACTED] AVE
COVINA, CA 91724Re: Loan Number: 000032594 [REDACTED]
Property: [REDACTED] AVE
COVINA, CA 91724

Dear Borrower(s):

In response to your request for assistance, the terms of your loan will be adjusted to assist you during this time of financial difficulty.

The attached Agreement has been prepared for your initials and signature(s). Please read the agreement carefully. You may want to review it with a financial advisor before signing. The Agreement includes the following changes being made to your loan:

- Unpaid principal balance
- Total principal and interest monthly payment
- Escrow monthly payment amount
- Next Payment Due Date
- Interest rate
- Remaining term

In accordance with the Agreement, your new monthly payment will be due 09/01/2008, in the amount of \$3,288.47. This payment includes \$2,736.84 for the new principal and interest payment and \$552.63 for the estimated impound/escrow payment.

To make the Agreement effective, the following must be received within ten (10) days of the date of this letter:

- The Agreement, signed and initialed
- Attachment A, signed and
- A copy of your most recent property tax bill(s)
- A copy of your current homeowner's (and wind, if applicable) insurance policy (declaration's page only)
- A copy of your current flood insurance policy (declarations page only)

Please return the Agreement and cashier's check to:

HomeEq Servicing CA3507
4837 Watt Avenue Suite 100
North Highlands, CA 95660

If you have any questions regarding the Agreement, please contact me at (800) 795-6125.

Sincerely,

HomeEq Servicing

HomeEq Servicing Modification Agreement Cover Letter

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GME SOLUTIONS

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Loan # 000032594

ATTACHMENT 'A'

AMOUNTS PAST DUE - CAPITALIZED

Delinquent Interest	\$21,424.08
Late Charges	\$181.23
NSF Fees	\$0.00
Negative Escrow Balance	\$13,815.75
Corporate Advances	\$0.00
Mortgage Insurance Premium	\$0.00
Modification Fee	\$0.00
Other Fees	\$0.00
Other	\$0.00
Total	\$35,221.04

LOAN INFORMATION

Borrower Name: [REDACTED] MARTHA

Prop Address: [REDACTED]
COVINA, CA 91724

Note Date: 12/12/2008
Orig Amt: \$495,000.00
MTG/Deed Date: 12/12/2008

BORROWER CREDITS (-)

Contribution Amt	\$0.00
Suspense Bal	(\$3,484.78)
Other Credit	\$0.00
Total	\$3,484.78

AMOUNTS PAST DUE - FORGIVEN

Unpaid Principal	\$0.00
Delinquent Interest	\$0.00
Late Charges	\$0.00
Foreclosure Fees & Costs	\$0.00
Bankruptcy Fees & Costs	\$0.00
Negative Escrow Balance	\$0.00
Other Corporate Advances	\$0.00
Other Fees	\$0.00
Total	\$0.00

NET PRINCIPAL CAPITALIZATION (DECREASE) \$31,736.26

MODIFICATION TERMS:

MODIFIED TERMS:

Principal Balance	\$526,081.31
P&I Payment	\$2,735.84
Escrow Payment	\$552.63
Total Payment	\$3,288.47

NEW TERMS:

Due Date	09/01/2008
Interest Rate	6.875%
Rate Type	Fixed (5 Years)
Remaining Term	581

EXISTING TERMS:

Principal Balance	\$494,345.05
P&I Payment	\$3,624.61
Escrow Payment	\$0.00
Total Payment	\$3,624.61
Due Date	03/01/2008
Interest Rate	6.670%
Rate Type	ARM
Remaining Term	587
Maturity Date	01/01/2037
Interest Only Expiration Date	N/A
Other	N/A

REPAYMENT PLAN

Begin Date	N/A
End Date	N/A
P&I Payment	N/A
Escrow Payment	N/A
Total Payment	N/A

Date: _____

Borrower Acknowledgment

Date: _____

Borrower Acknowledgment